

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

**SECURITIES INVESTOR
PROTECTION CORPORATION**

Case No. **ADV 01-4257**

Plaintiff

v.

**MJK CLEARING, INC.
Defendant**

NOTICE OF TRANSFER OF CLAIM

Evidence has been filed of the transfer in part or in whole of claim No. **124** for **\$32,033.08** filed by **The Minnesota Department of Revenue**, as claimant, from **The Minnesota Department of Revenue**, alleged transferor, to **Miller, Johnson, Steichen & Kinnard**, the alleged transferee.

NOTICE IS HEREBY GIVEN, that unless the alleged transferor files an objection to the alleged transfer within 20 days after the date a copy of this notice is mailed to the alleged transferor or within any additional time allowed by the court, the transferee will be substituted for the alleged transferor, pursuant to Rule 3001(e) F.R.Bkr.P.

Dated: March 22, 2006

Lori Vosejpka
Clerk of Bankruptcy Court

I hereby certify that a copy of this notice was mailed on March 22, 2006, to the trustee and the alleged transferor.

Lori Vosejpka
Clerk of Bankruptcy Court

By: Carrie A. Nordstrom
Deputy Clerk

08/03/95;0105.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

SECURITIES INVESTOR PROTECTION
CORPORATION,

Plaintiff-Applicant,

Adv. Proc. No. 01-4257 RJK

v.

MJK CLEARING, INC.,

Defendant.

ASSIGNMENT OF CLAIM NO. 124

The Minnesota Department of Revenue (Assignor) in consideration of the sum of \$36,609.77 (Purchase Price) does hereby transfer to Miller, Johnson, Steichen & Kinnard (Assignee) all of Assignor's right, title and interest in and to the claim or claims of Assignor against MJK Clearing, Inc. (Debtor) in the SIPC liquidation case (the Proceedings) in the United States Bankruptcy Court for the District of Minnesota (the Court) Adversary No. 01-4257 in the currently outstanding amount of \$32,033.08, and all of the rights and benefits of the Assignor relating to the claim, including without limitation the Proof of Claim identified below and the Assignor's right to receive interest, penalties and fees, if any, which may be paid with respect to the claim, and all cash, securities, instruments, and other property which may be paid or issued by the Debtor's estate in satisfaction of the claim. The claim is based on amounts owed to Assignor by the Debtor as set forth below and this Assignment shall be deemed an absolute and unconditional assignment of the claim for purposes of payment in this proceeding and shall not be deemed a security interest.

Assignor represents that a Proof of Claim has been filed in the amount of \$32,033.08, which claim has been assigned claim number 124.

Assignor further represents that the amount of the claim is not less than \$32,033.08, that the amount is valid and that no objection to the claim has been filed or asserted by the Debtor or the Trustee. Assignor further represents that no payment has been received by Assignor, or by any third party claiming through the Assignor, in full or partial satisfaction of the claim, that Assignor has not previously assigned, sold or pledged the claim to any third party, in whole or in part, that Assignor owns and has title to the claim, and that there are no offsets or defenses that have been asserted by or on behalf of the Debtor or Trustee to reduce the amount of the claim or to impair its value. Assignor is assigning its rights with respect to the proof of claim in this proceeding and assigns no other claims, rights or powers.

Assignor agrees to forward to Assignee all notices received from the Debtor or the Trustee, the Court or any third party with respect to the claim assigned herein. Assignor further agrees that any distribution received by Assignor on account of the claim, whether in the form of cash, securities, instruments, or any other property, shall constitute property of the Assignee to which the Assignee has an absolute right, and that Assignor will hold the property in trust and will, promptly deliver to Assignee any such property in the form received, together with any endorsements or documents necessary to transfer such property to Assignee.

The terms of this Assignment shall be binding upon, and shall inure to the benefit of Assignor, Assignee and their respective successors and assigns.

This Assignment of Claims shall be governed by and construed in accordance with the laws of the State of Minnesota.

CONSENT AND WAIVER

Upon Assignor's delivery to Assignee of its executed signature page to this Assignment of Claim Agreement, Assignor hereby authorizes Assignee to file a notice of transfer pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure with respect to the claim.

Dated: August 18th, 2004.

MINNESOTA DEPARTMENT OF REVENUE

By: Bruce W. Vail
Bruce W. Vail
Its: Revenue Collection Officer
Revenue Collection Officer

Bankruptcy Section
P.O. Box 64447
St. Paul, MN 55164-0447
Phone: 651/556-6421

Dated: 5-23-05, 2004.

MILLER, JOHNSON, STEICHEN & KINNARD

By: William M. Steichen

Its: EVP-CFO
920 Second Avenue South
Minneapolis, MN 55402

TRANSFER NOTICE

Minnesota Department of Revenue (Assignor) transfers and assigns unto Miller, Johnson, Steichen & Kinnard, Inc. (Assignee) pursuant to the terms of the Assignment of Claim Agreement between Assignor and Assignee, all of its right, title and interest in and to the claims of the Minnesota Department of Revenue in the amount of \$32,033.08 representing all of its claims against MJK Clearing, Inc. in the proceedings for the United States Bankruptcy Court, District of Minnesota, Adversary No. 01-4257 RJK.

IN WITNESS WHEREOF, Assignor has signed below this 18th day of August, 2004.

MINNESOTA DEPARTMENT OF REVENUE

By: Bruce W. Vail
Bruce W. Vail
Title: Revenue Collection Officer

MILLER, JOHNSON, STEICHEN & KINNARD

By: William M. Smith 5.23-05
Title: EUP-CFO